

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

BEAUMONT RV, INC.,
A California Corporation,

Plaintiff,

v.

CARBON EMERY RV, INC.,
a Utah Corporation,

Defendant.

Case No. 1:22-cv-00073-JLT-HBK

VOLUNTARY DISMISSAL UNDER FED. R.
CIV. P. 41 (a)(1)(A)(ii)

COURT RETAINS JURISDICTION TO
ENFORCE SETTLEMENT

(Doc. No. 27)

On July 30, 2023, Plaintiff Beaumont RV, Inc. and Defendant Carbon Emery RV, Inc. (collective the “Parties”) filed a Stipulation of Dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii). (Doc. No. 27, “Stipulation”). The Parties state they are voluntarily dismissing this action and each party shall bear its own fees and costs. (*Id.*). The Parties expressly request the Court to retain jurisdiction over this matter to enforce the settlement agreement between the Parties. (*Id.*).

Considering the Stipulation, this action is terminated by operation of law without further order from the Court. Fed. R. Civ. P. 41(a)(1)(A)(ii). Because the Stipulation does not state otherwise, the dismissal is deemed without prejudice. Fed. R. Civ. P. 41(a)(1)(B). As specifically requested by the Parties, the Court retains jurisdiction for purposes of enforcing the settlement agreement. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 380-82

(1994).

ACCORDINGLY, the Clerk of Court shall terminate all pending motions and deadlines and CLOSE this action to reflect the Parties' stipulated voluntary dismissal pursuant to Rule 41(a)(1)(A)(ii) without prejudice and note the Court retains jurisdiction to enforce the settlement agreement.

Dated: July 31, 2023


HELENA M. BARCH-KUCHTA
UNITED STATES MAGISTRATE JUDGE